

TERMS AND CONDITIONS OF SERVICE

e-visa.ca (A Service of infodatacenter)

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CONTACT INFORMATION

Legal Entity: Kings Online B.V. (infodatacenter)

Registered Address: Van Asch van Wijckstraat 55, 3811 LP Amersfoort

Company Registration Number: 86963503

Email: support@e-visa.ca

Website: www.e-visa.ca

IMPORTANT NOTICE – PLEASE READ CAREFULLY

THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU ("YOU", "YOUR", OR "CLIENT") AND KINGSONLINE BV, TRADING AS e-visa.ca ("WE", "US", "OUR", OR "THE COMPANY"). BY PLACING AN ORDER, MAKING PAYMENT, OR USING OUR SERVICES, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR SERVICES OR SUBMIT ANY APPLICATION THROUGH OUR PLATFORM. YOUR CONTINUED USE OF OUR SERVICES CONSTITUTES ACCEPTANCE OF ANY AMENDMENTS TO THESE TERMS.

1. DEFINITIONS AND INTERPRETATION

- 1.1. **In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:**
 - (a) "Service costs" means the non-refundable service fee charged by the Company for professional application assistance services, separate from and in addition to any Government Fees;
 - (b) "Application" means any Electronic Travel Authorization (eTA), visa, immigration document, or travel authorization application submitted to Canadian Government Authorities on behalf of the Client;
 - (c) "Client Personal Data" means all personal data and information provided by or on behalf of the Client for the purpose of processing an Application;
 - (d) "Contract" means the legally binding agreement formed between the Client and the Company upon payment confirmation, incorporating these Terms and Conditions;
 - (e) "Force Majeure Event" means any circumstance beyond the reasonable control of the Company, including but not limited to acts of God, war, terrorism, civil unrest, government action or restriction, epidemic, pandemic, natural disaster, strikes, industrial action, failure of telecommunications infrastructure, or technical failure of Canadian Government systems;
 - (f) "Government Authorities" means Immigration, Refugees and Citizenship Canada (IRCC), the Canada Border Services Agency (CBSA), or any other competent Canadian government authority responsible for processing visa, immigration, and travel authorization applications;
 - (g) "Government Fees" means all fees, charges, and costs levied by Government Authorities for processing Applications, including but not limited to application fees, priority service fees, and biometric enrollment fees;
 - (h) "Mandate" means the irrevocable authority granted by the Client to the Company to act as the Client's authorized agent in preparing and submitting Applications to Government Authorities;
 - (i) "Services" means the professional application assistance services provided by the Company as detailed in Clause 4 of these Terms;
 - (j) "Total Fee" means the aggregate amount payable by the Client, comprising the service costs and any applicable Government Fees;
 - (k) "Website" means the website located at www.e-visa.ca and all associated subdomains, mobile applications, and digital platforms operated by the Company.
- 1.2. **References to statutory provisions shall be construed as references to those provisions as amended, consolidated, re-enacted, or replaced from time to time.**
- 1.3. **Headings are for convenience only and shall not affect the interpretation of these Terms.**
- 1.4. **Words in the singular shall include the plural and vice versa. References to one gender shall include all genders.**

2. SCOPE AND LEGAL EFFECT

- 1.5. **These Terms and Conditions constitute the entire agreement between the Client and the Company and supersede all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof.**
- 1.6. **The Contract is concluded as a distance contract within the meaning of the Provincial Consumer Protection Acts and applicable consumer protection**

legislation, entered into exclusively via remote communication through the Website.

1.7. By placing an order and making payment, the Client:

- (a) Acknowledges and accepts that two distinct legal relationships are created: (i) a Mandate Agreement with the Company for professional application assistance services; and (ii) a direct relationship with Government Authorities concerning the Application and any resulting visa or immigration permission;
- (b) Confirms having read, understood, and unconditionally accepted these Terms and Conditions in full;
- (c) Warrants that all information provided is true, complete, accurate, and not misleading;
- (d) Authorizes the Company to act as the Client's mandatary in preparing and submitting the Application.

1.8. No variation, amendment, or modification of these Terms shall be binding unless expressly agreed in writing and signed by an authorized representative of the Company.

1.9. In the event of any conflict between these Terms and any other terms published by Government Authorities, the latter shall prevail solely in respect of matters relating to the Application outcome, processing times, and immigration decisions.

3. NO GOVERNMENT AFFILIATION – INDEPENDENT SERVICE PROVIDER

1.10. CRITICAL DECLARATION: THE COMPANY IS A COMPLETELY INDEPENDENT, PRIVATELY OWNED COMMERCIAL ENTITY AND IS NOT:

- (a) Affiliated with, endorsed by, operated by, or acting on behalf of any Canadian Government department, agency, or authority;
- (b) Part of Immigration, Refugees and Citizenship Canada (IRCC), the Canada Border Services Agency (CBSA), or any other government entity;
- (c) An official government website or portal;
- (d) Authorized to make immigration decisions, issue visas, or grant entry clearance.

1.11. The Company provides professional application assistance services for a commercial fee. Clients may choose to apply directly through official Government channels at <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html> without using our Services.

1.12. THE COMPANY DOES NOT AND CANNOT:

- (a) Issue visas, entry clearance, or immigration permissions of any kind;
- (b) Make decisions regarding Application approval or refusal;
- (c) Guarantee, influence, or expedite Government Authorities' decision-making processes;
- (d) Override or modify immigration rules, requirements, or processing times;
- (e) Provide legal advice, legal representation, or regulated immigration advice as defined by the Immigration and Refugee Protection Act (IRPA).

1.13. All Application decisions, processing times, refusals, and immigration outcomes are determined exclusively by Canadian Government Authorities in accordance with Canadian immigration law and policy. The Company has no control over, responsibility for, or liability regarding such decisions.

4. DESCRIPTION OF SERVICES

- 1.14. **The Company provides professional application assistance services consisting of:**
 - (a) Reviewing the Client's eligibility;
 - (b) Assisting the Client in completing the Application form accurately and in accordance with Government Authorities' requirements;
 - (c) Verifying that all required supporting documentation has been provided and is in the correct format;
 - (d) Submitting the completed Application to Government Authorities via official channels on the Client's behalf;
 - (e) Monitoring the Application status and communicating updates to the Client;
 - (f) Notifying the Client of the final decision and, where applicable, facilitating delivery of approved documentation.
- 1.15. **The Services are strictly limited to application preparation and submission assistance. The Company does NOT provide:**
 - (a) Regulated immigration advice or legal services within the meaning of the Immigration and Refugee Protection Act (IRPA);
 - (b) Legal representation before tribunals, courts, or immigration authorities;
 - (c) Immigration appeals, judicial reviews, or administrative reviews;
 - (d) Guarantees, warranties, or assurances regarding Application outcomes.
- 1.16. **Where the Client requires regulated immigration advice or legal representation, the Client must engage a qualified immigration adviser or solicitor registered with the College of Immigration and Citizenship Consultants (CICC) and Provincial Law Societies.**
- 1.17. **The Company's performance obligation under the Contract is deemed fully satisfied upon successful submission of the Application to Government Authorities, regardless of the subsequent decision outcome.**

5. CLIENT ELIGIBILITY AND RESPONSIBILITIES

- 1.18. **Eligibility Requirements:**
 - (a) To use the Services, the Client must: (a) be at least 18 years of age; (b) possess full legal capacity to enter into binding contracts under applicable law; and (c) provide a valid email address and payment method.
 - (b) Applications for minors: Where an Application is made on behalf of a person under 18 years of age, the Client must be the parent or legal guardian of the minor and must have full parental responsibility as recognized under applicable law.
- 1.19. **Client Warranties and Undertakings:**
 - (a) The Client expressly warrants and undertakes that all Client Personal Data and information provided is:
 - (a) True, accurate, complete, and up-to-date in all material respects;
 - (b) Not false, misleading, deceptive, or fraudulent;
 - (c) Provided with the full knowledge and consent of all data subjects concerned;
 - (d) Compliant with all applicable data protection and privacy laws.

- (b) The Client acknowledges that Government Authorities rely upon the accuracy of information submitted and that providing false or misleading information may constitute a criminal offense under Canadian law, potentially resulting in Application refusal, immigration ban, prosecution, or deportation.
- (c) Where the Client provides personal data relating to third parties (including dependents, sponsors, or referees), the Client warrants that: (a) all necessary consents have been obtained; (b) all data subjects have been informed of the purposes and lawful basis for processing; and (c) the Client is legally authorized to disclose such data.

1.20. Client Obligations:

- (a) The Client must: (a) respond promptly to all reasonable requests for information or documentation from the Company or Government Authorities; (b) review all draft Applications and confirm accuracy before final submission; (c) maintain a valid passport with at least six months' validity beyond the intended travel period; (d) attend biometric appointments as required; and (e) comply with all instructions and requirements imposed by Government Authorities.
- (b) The Client acknowledges that failure to fulfill these obligations may result in Application delays, refusals, or cancellation of Services without refund.

6. MANDATE AGREEMENT AND AGENCY RELATIONSHIP

1.21. Nature of Relationship:

- (a) Upon payment confirmation, the Client grants the Company an irrevocable Mandate to act as the Client's authorized agent (mandatary) for the sole purpose of preparing and submitting the Application to Government Authorities in the Client's name and on the Client's behalf.
- (b) The Mandate is strictly limited to administrative processing and does not extend to legal representation, immigration appeals, or any form of regulated immigration advice.

1.22. Scope of Authority:

- (a) The Company is authorized to: (a) access and complete official Application portals using Client Personal Data; (b) submit Applications and supporting documentation to Government Authorities; (c) pay Government Fees on behalf of the Client where applicable; (d) receive correspondence from Government Authorities regarding the Application; and (e) communicate with Government Authorities to resolve technical or administrative queries.
- (b) The Company is NOT authorized to: (a) make immigration-related decisions on the Client's behalf; (b) accept service of legal proceedings; (c) waive the Client's rights; or (d) bind the Client to any agreement with third parties.

1.23. Performance and Completion:

- (a) The Company's obligation under the Mandate is deemed fully performed and the Contract fully executed upon confirmed submission of the Application to Government Authorities and receipt of the official submission reference number.
- (b) Submission does NOT constitute approval, and the Client remains subject to Government Authorities' decision-making processes, timelines, and requirements.

7. FEES, CHARGES, AND PAYMENT TERMS

1.24. Fee Structure:

- (a) The Total Fee comprises: (a) the service costs (our service charge); and (b) Government Fees (where applicable and separately itemized). Both components are clearly displayed on the payment page before payment authorization.
- (b) All prices are charged in Euros (EUR). Government Fees are set by Canadian Government Authorities in Canadian dollars (CAD) and are converted to EUR at the time of transaction using prevailing exchange rates.
- (c) Price Stability Mechanism: To provide Clients with consistent and predictable pricing despite currency exchange rate fluctuations between CAD and EUR, the Company may make minor adjustments to the service costs. These adjustments are made solely to maintain a stable Total Fee in EUR and do not affect the underlying Government Fees, which are determined exclusively by Canadian Government Authorities. The Client acknowledges and accepts that the service costs may vary slightly from time to time for this purpose, with such variations being commercially reasonable and designed to protect both parties from significant exchange rate volatility.

1.25. service costs:

- (a) The service costs is the Company's commercial charge for providing professional Services and is NON-REFUNDABLE under all circumstances, except as expressly provided in Clause 10 (Refund Policy).
- (b) The service costs may be amended from time to time at the Company's sole discretion to reflect business requirements, operational costs, or market conditions. Any such changes will take effect immediately upon publication on the Website but will not apply retroactively to Contracts already concluded.
- (c) The service costs may be amended from time to time at the Company's sole discretion to reflect: (a) business requirements, operational costs, or market conditions; (b) currency exchange rate fluctuations between CAD and EUR, as described in Clause 7.1.3 above; or (c) changes in Government Fees requiring rebalancing to maintain stable total pricing. Any such changes will take effect immediately upon publication on the Website but will not apply retroactively to Contracts already concluded.

1.26. Government Fees:

- (a) Government Fees are set, levied, and retained by Canadian Government Authorities. These fees are beyond the Company's control and may change without notice. Current Government Fees can be verified on the official Government of Canada website at <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/facts.html>.
- (b) Where Government Authorities increase their fees after the Client has placed an order but before submission, the Client will be notified and must pay any difference before the Application can proceed. Failure to pay the additional amount within 7 calendar days will result in automatic cancellation of the order.

1.27. Payment Terms:

- (a) Payment of the Total Fee must be made in full at the time of order placement. Accepted payment methods are displayed on the Website and may include credit cards, debit cards, and electronic payment services.
- (b) Payment is processed immediately upon authorization. The Contract is formed at the moment payment confirmation is received, and Services commence without delay.

- (c) The Client warrants that: (a) they are the authorized cardholder or account holder for the payment method used; (b) sufficient funds are available; and (c) the payment is made lawfully and without fraud.

1.28. **Failed or Reversed Payments:**

- (a) If payment is declined, blocked, reversed, or subject to chargeback after Services have commenced, the Company reserves the right to: (a) immediately suspend or cancel Services; (b) withdraw any submitted Application; (c) retain all service costs already earned; and (d) recover all reasonable costs incurred, including bank charges, currency conversion fees, chargeback fees, and legal costs.

1.29. **Third-Party Payment Processor:**

- (a) Payments are processed securely by one of the partner PSP's, an authorized payment service provider. The Company does not store complete payment card details. Card data is transmitted directly via encrypted connection to the processor's systems in compliance with PCI-DSS standards.

1.30. **Currency Conversion and Bank Charges:**

- (a) The Company is NOT responsible for any foreign exchange fees, currency conversion charges, or surcharges imposed by the Client's bank, card issuer, or payment service provider. No refunds, credits, or compensation will be provided in respect of such third-party charges.
- (b) All transactions are processed in Euros (EUR). The Company is NOT responsible for any foreign exchange fees, currency conversion charges, or surcharges that may be imposed by the Client's bank, card issuer, or payment service provider when the Client's account is denominated in a currency other than EUR. No refunds, credits, or compensation will be provided in respect of such third-party charges.

8. ORDER PROCESS AND CONTRACT FORMATION

1.31. **Order Submission Process:**

To place an order for Services, the Client must complete the following steps:

- (a) Step 1 – Information Collection: Complete the online application form, providing all requested Client Personal Data accurately and truthfully;
- (b) Step 2 – Review and Verification: Review all information entered for accuracy and completeness. The Client has the opportunity to correct errors before proceeding;
- (c) Step 3 – Declaration: Accept the Applicant Declaration statement, confirming that all information is true and accurate;
- (d) Step 4 – Terms Acceptance: Expressly accept these Terms and Conditions by checking the acceptance box;
- (e) Step 5 – Payment: Select a payment method, enter payment details, and authorize payment of the Total Fee.

1.32. **Contract Formation:**

- (a) The Contract is formed at the moment the Company receives confirmation of successful payment authorization. At this point:
 - (a) These Terms become immediately binding on both parties;
 - (b) The Mandate is granted and becomes irrevocable;
 - (c) Services commence without further notice;
 - (d) The Client will receive an email confirmation containing order details and a unique reference number.

- (b) The order confirmation email does NOT constitute approval of the Application or any guarantee of a favorable outcome.

1.33. Error Correction Facility:

- (a) Before payment authorization, the Client has the opportunity to review and correct all information entered. The Website provides clear navigation to return to previous steps and amend data.
- (b) After Contract formation, any corrections or amendments must be requested immediately by contacting Customer Services. Depending on processing status, changes may not be possible, may incur additional charges, or may require cancellation and resubmission.

1.34. Commencement of Services:

- (a) Services begin immediately upon payment confirmation. The Client acknowledges that due to the immediate nature of digital service provision, the right of withdrawal (cooling-off period) does not apply under the Provincial Consumer Protection Acts, as detailed in Clause 9.

9. WITHDRAWAL RIGHTS AND CANCELLATION POLICY

1.35. STATUTORY EXCLUSION FROM WITHDRAWAL RIGHT:

- (a) Applicable provincial consumer protection legislation regarding remote agreements, the statutory right to cancel within 14 days does NOT apply to contracts for:
 - (a) The supply of services, if the service has been fully performed and performance has begun with the consumer's prior express consent and acknowledgment that the right to cancel will be lost once performance is complete; and
 - (b) Services connected with travel or accommodation to be provided on a specific date or during a specific period.
- (b) The Client expressly acknowledges and accepts that: (a) Services commence immediately upon payment; (b) full performance occurs upon submission of the Application; (c) Applications are processed for specific travel dates or periods; and (d) accordingly, no statutory right of withdrawal exists once the Contract is formed.

1.36. Voluntary Cancellation by Client:

- (a) The Client may request cancellation of Services PROVIDED THAT:
 - (a) The request is made in writing via email to support@e-visa.ca within 2 hours of payment confirmation; AND
 - (b) The Application has NOT yet been submitted to Government Authorities; AND
 - (c) No work has been commenced on the Application.
- (b) If all three conditions are met, the Company will process the cancellation and refund the service costs minus a CAD \$25 administrative processing charge. Government Fees already paid to authorities are non-refundable.
- (c) If any condition is NOT met, no cancellation or refund will be available, and the Contract remains binding.

1.37. Company Right to Cancel:

- (a) The Company reserves the right to cancel Services and refuse or terminate the Contract without liability where:
 - (a) The Client has provided false, fraudulent, incomplete, or misleading information;
 - (b) The Client fails to respond to reasonable requests for information or documentation within specified timeframes;
 - (c) The Client breaches any material term of these Terms;
 - (d) Payment is declined, reversed, or subject to chargeback;
 - (e) The Client does not meet eligibility requirements set by Government Authorities;
 - (f) Providing Services would violate applicable law or regulations.
- (b) In such cases, the Company may retain all or part of the Total Fee to reflect work already performed and costs incurred. Where cancellation is due to Client fraud or material breach, NO refund will be provided.

10. REFUND POLICY

1.38. General Principle:

- (a) The service costs is NON-REFUNDABLE in all circumstances except as expressly provided in this Clause. The Services are provided on a "service performed" basis, with performance complete upon Application submission.

1.39. Refund Request Procedure:

- (a) All refund requests must: (a) be submitted in writing via the Contact Form on our Website or by email to support@e-visa.ca; (b) include the order reference number and Client details; (c) clearly state the grounds for the refund request; and (d) be submitted within 30 calendar days of the order confirmation email.
- (b) The Company will acknowledge receipt within 24 hours and provide a decision within 5 business days.

1.40. Refund Eligibility Categories:

- (a) Full Refund (service costs + Government Fees where recoverable):
 - (a) Where the Application has NOT been submitted to Government Authorities at the time of refund request;
 - (b) Where the Company has failed to provide Services due to technical error or system failure attributable to the Company;
 - (c) Where Government Authorities refuse to accept an Application due to an error made by the Company (not due to Client-provided information).
- (b) Partial Refund (50% of service costs only):
 - (a) Where the Application has been submitted but the Client can demonstrate exceptional circumstances justifying a refund (assessed at the Company's sole discretion);
 - (b) Where the Application is approved but the Client later becomes unable to travel due to serious illness, bereavement, or force majeure event (satisfactory evidence required).
- (c) NO Refund:

(a) Where the Application has been submitted and processed by Government Authorities;(b) Where the Application is refused by Government Authorities for any reason, including inadequacy of supporting evidence, failure to meet eligibility criteria, or adverse immigration history;(c) Where refusal is due to false, incomplete, or inaccurate information provided by the Client;(d) Where the Client changes their mind, travel plans, or no longer requires the visa;(e) Where the Client fails to attend a required biometric appointment;(f) After 30 calendar days from the order confirmation email (time-barred claims).

1.41. *Government Fees:*

- (a) Government Fees are payable directly to Government Authorities and are governed exclusively by their refund policies (typically non-refundable once submitted). The Company will refund Government Fees to the Client ONLY if and when such fees are actually refunded to the Company by Government Authorities.
- (b) The Client acknowledges that the Company has no control over Government Authorities' refund decisions or timelines.

1.42. *Processing Approved Refunds:*

- (a) Where a refund is approved: (a) payment will be processed within 14 calendar days via the original payment method; (b) the Client will receive email confirmation once processed; (c) depending on the Client's bank or card issuer, receipt may take up to 10 additional business days.

1.43. *Discretionary Refunds:*

- (a) In exceptional circumstances not covered by this Clause, the Company may, at its absolute discretion, consider ex gratia refunds or goodwill gestures. Such decisions are made on a case-by-case basis and do not create precedent or contractual entitlement.

11. LIMITATIONS AND DISCLAIMERS OF LIABILITY

1.44. *NO GUARANTEE OF APPROVAL:*

- (a) THE COMPANY MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT ANY APPLICATION WILL BE APPROVED. All immigration decisions are made solely and exclusively by **Canadian Government Authorities** (including **Immigration, Refugees and Citizenship Canada - IRCC**) in accordance with Canadian immigration law, policy, and regulations. The Company has **NO** influence, control, or responsibility regarding such decisions.

1.45. *Exclusions from Liability:*

- (a) To the maximum extent permitted by law, the Company shall NOT be liable for:
 - (a) Application refusals, delays, or adverse decisions by Government Authorities;
 - (b) Processing times exceeding Government Authorities' published estimates;
 - (c) Changes to immigration rules, policies, requirements, or fees;
 - (d) Refusal of entry to Canada by border authorities, even where a visa has been approved;
 - (e) Consequences of false, incomplete, or inaccurate information

provided by the Client; (f) Cancellation or delay of travel arrangements (flights, accommodation, etc.); (g) Financial losses, lost opportunities, reputational damage, or consequential losses; (h) Technical failures, system outages, or disruptions affecting Government Authorities' systems; (i) Third-party actions or omissions (banks, payment processors, courier services, etc.); (j) Force Majeure Events.

1.46. Maximum Aggregate Liability:

- (a) In no event shall the Company's aggregate liability to the Client under or in connection with the Contract (whether in contract, tort, negligence, breach of statutory duty, or otherwise) exceed the amount of the service costs actually paid by the Client for the specific order giving rise to the claim.

1.47. Exclusion of Indirect and Consequential Loss:

- (a) The Company shall NOT be liable for any indirect, incidental, special, exemplary, punitive, or consequential losses or damages whatsoever, including but not limited to:
 - (a) Loss of income, revenue, profits, business, or contracts;
 - (b) Loss of anticipated savings or business opportunity;
 - (c) Wasted management or staff time;
 - (d) Travel and accommodation costs;
 - (e) Reputational damage or injury to goodwill;
 - (f) Loss of data or corruption of data;
 - (g) Costs of procurement of substitute services.

1.48. Nothing in these Terms Excludes or Limits:

These limitations do NOT exclude or limit liability for: (a) death or personal injury caused by the Company's negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by the Sale of Goods Act (Ontario) or the Consumer Protection Act, 2002 (Ontario), including but not limited to implied conditions of title and quiet possession; (d) any other liability which cannot be excluded or limited under the laws of Ontario or the federal laws of Canada.

1.49. Client Acknowledgments:

- (a) The Client expressly acknowledges and accepts that: (a) visa applications are inherently uncertain and subject to discretionary decision-making by Government Authorities; (b) the Company provides administrative assistance only and cannot influence outcomes; (c) all travel arrangements should be made contingent upon visa approval; (d) travel insurance is strongly recommended; and (e) these limitations and exclusions are reasonable and proportionate given the nature of the Services and the fees charged.

12. DATA PROTECTION AND PRIVACY

1.50. Legal Framework:

- (a) The Company processes personal data in accordance with: (a) the Personal Information Protection and Electronic Documents Act (PIPEDA); (b) the General Data Protection Regulation (EU GDPR), as applicable to the Company's legal domicile in the Netherlands; and (c) all other applicable federal and provincial Canadian data protection legislation.

1.51. Data Controller:

- (a) The Company acts as the "data controller" in respect of Client Personal Data collected and processed through the Website and Services. Our full Privacy Policy is available and forms an integral part of these Terms.

1.52. Types of Data Collected:

- (a) We collect and process: (a) identification data (name, date of birth, nationality, passport details); (b) contact information (email, telephone, address); (c) biometric data (photographs) where required; (d) travel information (travel dates, purpose, accommodation); (e) financial information (payment card details via secure processor); (f) employment and education history where required; and (g) any other information necessary to complete the Application.

1.53. Lawful Basis for Processing:

- (a) We process personal data on the following lawful bases: (a) Contractual Necessity: to perform our obligations under the Contract; (b) Legal Obligation: to comply with legal requirements and cooperate with Government Authorities; (c) Legitimate Interests: to prevent fraud, improve Services, and communicate with Clients.

1.54. Data Sharing and Disclosure:

- (a) We share personal data with: (a) Government Authorities (as necessary to process Applications); (b) Payment service providers (to process transactions securely); (c) IT service providers and hosting companies (to maintain the Website); (d) Law enforcement agencies (where required by law). We do NOT sell, rent, or trade personal data to third parties for marketing purposes.

1.55. Data Retention:

- (a) We retain personal data for: (a) 7 years from Application submission (for legal compliance and potential disputes); (b) longer periods where required by law or litigation; (c) as specified in our Privacy Policy. After retention periods expire, data is securely deleted or anonymized.

1.56. Data Subject Rights:

- (a) Under data protection law, Clients have the right to: (a) access their personal data; (b) correct inaccurate data; (c) erase data (in limited circumstances); (d) restrict or object to processing; (e) data portability; (f) withdraw consent (where consent is the lawful basis); and (g) lodge a complaint with the Office of the Privacy Commissioner of Canada (OPC).

1.57. Data Security:

- (a) We implement appropriate technical and organizational measures to protect personal data, including encryption, secure servers, access controls, and regular security audits. However, no method of transmission over the internet is 100% secure, and we cannot guarantee absolute security.

1.58. Cookies and Tracking:

- (a) The Website uses cookies and similar technologies to enhance user experience, analyze website traffic, and remember preferences. Full details are provided in our Cookie Policy. By using the Website, you consent to our use of cookies in accordance with that policy.

13. INTELLECTUAL PROPERTY RIGHTS

1.59. **Ownership:**

(a) All intellectual property rights subsisting in or relating to the Website, including but not limited to copyright, database rights, trade marks, service marks, trade names, design rights, patents, know-how, trade secrets, and all other proprietary rights (whether registered or unregistered) are and shall remain the exclusive property of the Company and/or its licensors.

1.60. **Limited License:**

(a) Subject to compliance with these Terms, the Company grants the Client a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for the purpose of placing orders and receiving Services. This license does NOT permit:

(a) Reproduction, copying, modification, adaptation, or creation of derivative works;(b) Distribution, transmission, publication, or making available to third parties;(c) Decompilation, reverse engineering, or disassembly;(d) Data mining, scraping, crawling, or automated extraction;(e) Removal or alteration of copyright notices or proprietary markings;(f) Commercial exploitation or use beyond personal, non-commercial purposes.

1.61. **Trade Marks:**

(a) "e-visa.ca" and all associated logos, branding, and trade marks are proprietary marks of the Company. No license or permission is granted to use these marks without prior written consent.

1.62. **User-Generated Content:**

(a) The Client retains ownership of all content, information, and materials provided to the Company. However, the Client grants the Company a worldwide, royalty-free, non-exclusive license to use, store, process, and transmit such content solely for the purpose of providing Services.

1.63. **Infringement:**

(a) Any unauthorized use of the Website or infringement of intellectual property rights may result in immediate termination of access, civil liability, and criminal prosecution under applicable law.

14. PROHIBITED CONDUCT AND ACCEPTABLE USE

1.64. **The Client agrees NOT to:**

(a) Use the Services or Website for any unlawful, fraudulent, or unauthorized purpose;

(b) Provide false, misleading, inaccurate, or fraudulent information in any Application or communication;

(c) Impersonate any person or entity, or falsely represent authorization to act on behalf of others;

(d) Interfere with, disrupt, or compromise the security or functionality of the Website;

(e) Upload or transmit viruses, malware, trojans, or other harmful code;

(f) Engage in data mining, scraping, crawling, or automated data extraction;

(g) Attempt to gain unauthorized access to systems, accounts, or data;

- (h) Violate any applicable law, regulation, or third-party rights;
- (i) Resell, redistribute, or commercially exploit Services without authorization;
- (j) Publish or disseminate defamatory, obscene, threatening, or abusive content.

1.65. **Breach of this Clause constitutes a material breach of the Contract, entitling the Company to immediately terminate Services, refuse refunds, and pursue legal remedies including recovery of damages and injunctive relief.**

15. FORCE MAJEURE

- 1.66. **The Company shall NOT be liable for any failure or delay in performing obligations under the Contract where such failure or delay is caused by a Force Majeure Event.**
- 1.67. **Force Majeure Events include, without limitation: acts of God, natural disasters, war, terrorism, civil unrest, strikes, epidemics, pandemics, government restrictions, failure of utilities or communication networks, failure of Government Authorities' systems, and any other circumstance beyond the Company's reasonable control.**
- 1.68. **Where a Force Majeure Event occurs, the Company will: (a) notify the Client as soon as reasonably practicable; (b) take reasonable steps to mitigate effects; and (c) resume performance as soon as the event ceases. Time for performance shall be extended by the duration of the Force Majeure Event.**
- 1.69. **If a Force Majeure Event continues for more than 30 days, either party may terminate the Contract by written notice. In such case, the Company shall refund any unearned portion of the service costs and any recoverable Government Fees, but shall not be liable for any other losses or damages.**

16. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

- 1.70. **Governing Law:** These Terms and Conditions, the Contract, and any non-contractual obligations arising therefrom shall be governed by and construed in accordance with the **laws of the Province of Ontario** and the **federal laws of Canada** applicable therein, without regard to conflict of law principles.
- 1.71. **Jurisdiction:** Subject to Clause 16.3 below, the **courts of the Province of Ontario, Canada**, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 1.72. **Consumer Rights:** If the Client is a consumer habitually resident in a jurisdiction other than Ontario, Canada, nothing in this Clause affects the Client's rights under **mandatory consumer protection laws** of that jurisdiction, including any rights to bring proceedings in local courts where such rights cannot be waived by contract.
- 1.73. **Alternative Dispute Resolution (ADR):** Before initiating formal court proceedings, the parties agree to attempt resolution through **good-faith negotiation** for a period of at least **30 days**. If the dispute remains unresolved, the Client may seek assistance from relevant Canadian consumer protection agencies (such as

Consumer Protection Ontario) or a mutually agreed-upon private mediator. Details of applicable ADR mechanisms will be provided upon request.

1.74. **Online Dispute Resolution:** For international clients, disputes may be addressed through recognized online mediation services. While the Company is a private entity based in the Netherlands, by using this Canadian-focused service, the Client agrees that the primary venue for resolution remains the jurisdiction of Ontario as defined in Clause 16.2.

17. AMENDMENTS TO THESE TERMS

1.75. **The Company reserves the right to amend, modify, or update these Terms at any time to reflect changes in law, regulatory requirements, business practices, or operational needs.**

1.76. **Material changes will be notified to Clients by email and/or prominent notice on the Website at least 30 days before taking effect. Continued use of the Website or Services after the effective date constitutes acceptance of the amended Terms.**

1.77. **Amendments do NOT apply retroactively to Contracts already concluded. The version of the Terms in force at the time of Contract formation governs that Contract throughout its duration.**

1.78. **The current version of these Terms will always be available on the Website at e-visa.ca. Clients are encouraged to review the Terms periodically.**

18. GENERAL PROVISIONS

1.79. **Entire Agreement:**

(a) These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between the parties and supersede all prior agreements, representations, and understandings, whether written or oral.

1.80. **Severability:**

(a) If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed severed and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace the invalid provision with a valid provision that achieves, to the extent possible, the original commercial intent.

1.81. **Waiver:**

(a) No failure or delay by the Company in exercising any right, power, or remedy shall constitute a waiver thereof. No single or partial exercise of any right shall preclude any other or further exercise or the exercise of any other right. No waiver shall be effective unless made in writing and signed by an authorized representative of the Company.

1.82. **Assignment:**

(a) The Client may not assign, transfer, or subcontract any rights or obligations under the Contract without the Company's prior written consent. The Company may assign or transfer the Contract to any successor entity or third party without Client consent.

1.83. **Third-Party Rights:**

(a) Nothing in these Terms confers or purports to confer on any third party any benefit or right to enforce any term of this Contract, except as permitted under the principled exception to the doctrine of privity of contract recognized under the common law of Canada.

1.84. Notices:

(a) All notices under the Contract must be in writing and shall be deemed given: (a) if delivered by hand, upon delivery; (b) if sent by email, upon confirmation of transmission; (c) if sent by pre-paid first-class post, 2 business days after posting. Client notices must be sent to support@e-visa.ca. Company notices will be sent to the email address provided by the Client at registration.

1.85. Language:

(a) These Terms are drafted and executed in the English language. Any translation provided is for convenience only. In the event of conflict between the English version and any translation, the English version shall prevail.

1.86. Survival:

(a) Provisions which by their nature should survive termination (including but not limited to Clauses 7, 11, 12, 13, 16, and 18) shall continue in full force and effect after termination of the Contract.

19. CUSTOMER SERVICE AND COMPLAINTS

1.87. Contact Methods:

(a) Our Customer Service team is available to assist with inquiries, concerns, and complaints via: (a) Email: support@e-visa.ca; (business hours: Monday-Friday, 9:00-17:00 ET).

1.88. Response Times:

(a) We aim to acknowledge all inquiries within 24 hours and provide substantive responses within 5 business days. Complex queries may require additional time, and we will keep you informed of progress.

1.89. Complaints Procedure:

(a) If you are dissatisfied with our Services: (a) contact Customer Service with full details; (b) we will investigate and respond within 10 business days; (c) if unresolved, you may escalate to a senior manager; (d) if still unresolved, you may refer the matter to an alternative dispute resolution provider or relevant ombudsman.

1.90. For security purposes, Customer Service may request verification of identity before discussing account details or processing requests.

20. CLIENT ACKNOWLEDGMENT AND DECLARATION

BY PLACING AN ORDER, MAKING PAYMENT, OR USING THE SERVICES, THE CLIENT EXPRESSLY ACKNOWLEDGES, CONFIRMS, AND DECLARES THAT:

- (a) The Client has carefully read, fully understood, and unconditionally accepts these Terms and Conditions in their entirety;
- (b) The Client understands that the Company is NOT affiliated with any Canadian Government authority and provides independent commercial services;
- (c) The Client understands that visa Applications are subject to Government Authorities' exclusive decision-making and that NO guarantee of approval exists;

- (d) All information provided is true, accurate, complete, and not misleading;
- (e) The Client has provided all necessary consents for processing personal data and has informed all data subjects as required;
- (f) The Client accepts all limitations of liability, exclusions, and disclaimers set forth herein;
- (g) The Client understands that the service costs is non-refundable except as expressly provided;
- (h) The Client has had adequate opportunity to seek independent legal advice before entering into the Contract;
- (i) The Client enters into the Contract freely, voluntarily, and with full understanding of its implications.

END OF TERMS AND CONDITIONS

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For questions regarding these Terms, please contact:support@e-visa.ca